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- obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a \$500 WalMart Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Claims Dept" and "Rewards Gateway" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

44. Upon information and belief, on or about December 19, 2005, at approximately 5:34 a.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@columbus.rr.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 27", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$250 WalMart Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;

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- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$250 WalMart Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$250 WalMart Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a \$250 WalMart Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Killer Deals" and "Rewards Gateway" in such a manner as to imply that these are the names

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of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

45. Upon information and belief, on or about December 21, 2005, at approximately 7:28 p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@columbus.rr.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 28", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$500 WalMart Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 WalMart Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-

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02(C) and R.C. §1345.02(A);

- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 WalMart Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a \$500 WalMart Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Account Review" and "Rewards Gateway" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

46. Upon information and belief, on or about December 23, 2005, at approximately 4:57 a.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@columbus.rr.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 29", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is

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- eligible to receive for "FREE" or be awarded as a prize a \$250 Target Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
 - (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
 - (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$250 Target Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
 - (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$250 Target Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
 - (f) informs Plaintiff that he is eligible to receive from Defendants a \$250 Target Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D)

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and R.C. §1345.02(A);

- (g) displays within the body of the email the names "Account Review" and "Exclusive Rewards" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

47. Upon information and belief, on or about December 23, 2005, at approximately 1:49 p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@columbus.rr.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 30", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$500 WalMart Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 WalMart Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material

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exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);

- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 WalMart Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a \$500 WalMart Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Claims Dept" and "Rewards Gateway" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

48. Upon information and belief, on or about December 26, 2005, at approximately 12:13 p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to

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Plaintiff's email account, jferron@columbus.rr.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 31", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$250 WalMart Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$250 WalMart Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$250 WalMart Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a \$250

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WalMart Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);

- (g) displays within the body of the email the names "Killer Deals" and "Rewards Gateway" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

49. Upon information and belief, on or about December 26, 2005, at approximately 2:36 p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@columbus.rr.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 32", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$250 Chilis or OutBack Restaurant Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);

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- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$250 Chilis or OutBack Restaurant Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$250 Chilis or OutBack Restaurant Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a \$250 Chilis or OutBack Restaurant Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Account Review" and "Exclusive Gifts" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an

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unfair or deceptive act or practice that violates R.C. §1345.02(A).

50. Upon information and belief, on or about December 28, 2005, at approximately 5:35 a.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@columbus.rr.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 33", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a Gateway or Toshiba Laptop Computer, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a Gateway or Toshiba Laptop Computer, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109.4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a Gateway or Toshiba Laptop Computer, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE"

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- item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a Gateway or Toshiba Laptop Computer, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Prize Dept," "Free Gift World," "Consumer Incentive Promotions" and "Research Test Group" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

51. Upon information and belief, on or about December 29, 2005, at approximately 10:54 a.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@columbus.rr.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 34", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$500 Target Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other

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transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;

- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 Target Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 Target Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a \$500 Target Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Killer Deals" and "Rewards Gateway" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were

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not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

52. Upon information and belief, on or about December 29, 2005, at approximately 3:40 p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@columbus.rr.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 35", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$100 Restaurant Gift Card or \$100 worth of Coke or Pepsi, both of which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$100 Restaurant Gift Card or \$100 worth of Coke or Pepsi, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and,

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therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);

- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$100 Restaurant Gift Card or \$100 worth of Coke or Pepsi, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a \$100 Restaurant Gift Card or \$100 worth of Coke or Pepsi, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Prize Dept," "Reward Gateway" and "National Survey Panel" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

53. Upon information and belief, on or about December 30, 2005, at approximately 11:37 p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@columbus.rr.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 36", which:

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- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$500 Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a \$500 Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and,

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therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);

- (g) displays within the body of the email the names "Claims Dept," "Free Gift World" and "Research Test Group" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

54. Upon information and belief, on or about January 2, 2006, at approximately 11:39 a.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@columbus.rr.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 37", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$250 WalMart Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$250 WalMart Gift Card, but fails to set forth clearly and conspicuously, and in

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close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);

- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$250 WalMart Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a \$250 WalMart Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Killer Deals" and "Rewards Gateway" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

55. Upon information and belief, on or about January 5, 2006, at approximately 10:53

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a.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@columbus.rr.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 38", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$500 Target Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 Target Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 Target Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);

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- (f) informs Plaintiff that he is eligible to receive from Defendants a \$500 Target Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Killer Deals" and "Rewards Gateway" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

56. Upon information and belief, on or about January 6, 2006, at approximately 7:50 a.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@columbus.rr.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 39", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$100 VISA Gift Card, a Sony DVD Handycam Camcorder or Panasonic DVD Camcorder, Cell Phone Service, a Dell Notebook PC, and/or a Digital TV, which are goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other

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transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;

- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$100 VISA Gift Card, a Sony DVD Handycam Camcorder or Panasonic DVD Camcorder, Cell Phone Service, a Dell Notebook PC, and/or a Digital TV, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" items described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$100 VISA Gift Card, a Sony DVD Handycam Camcorder or Panasonic DVD Camcorder, Cell Phone Service, a Dell Notebook PC, and/or a Digital TV, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" items are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a \$100 VISA Gift Card, a Sony DVD Handycam Camcorder or Panasonic DVD Camcorder, Cell Phone Service, a Dell Notebook PC, and/or a Digital TV, but fails to disclose clearly and conspicuously all of the conditions that

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Plaintiff must meet in order to receive the prizes or items of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);

- (g) displays within the body of the email the name "Claims Dept" in such a manner as to imply that this is the name of the sender of the email, but this name is a fictitious name that was not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of this fictitious name constitutes an unfair or deceptive act or practice that violates R.C. §1345.02(A).

57. Upon information and belief, on or about January 9, 2006, at approximately 10:55 a.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@columbus.rr.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 40", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$250 WalMart Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$250 WalMart Gift Card, but fails to set forth clearly and conspicuously, and in

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close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" items described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);

- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$250 WalMart Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a \$250 WalMart Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Killer Deals" and "Rewards Gateway" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

58. Upon information and belief, on or about January 10, 2006, at approximately 8:46

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p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@columbus.rr.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 41", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$500 Target Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 Target Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" items described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 Target Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);

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- (f) informs Plaintiff that he is eligible to receive from Defendants a \$500 Target Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Claims Dept," "Consumer Incentive Promotions," "Free Gift World" and "Research Test Group" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

59. Upon information and belief, on or about January 11, 2006, at approximately 7:33 p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@columbus.rr.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 42", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$500 WalMart Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;

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- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 WalMart Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" items described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 WalMart Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a \$500 WalMart Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Account Review" and "Rewards Gateway" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names

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constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

60. Upon information and belief, on or about January 12, 2006, at approximately 1:33 p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@columbus.rr.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 43", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$500 WalMart Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 WalMart Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" items described in the solicitation are contingent and, therefore, it violates O.A.C. §109 4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 WalMart Gift Card, but fails to disclose all of the terms, conditions and

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- obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a \$500 WalMart Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Account Review" and "Rewards Gateway" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

61. Upon information and belief, on or about January 12, 2006, at approximately 3:03 p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@columbus.rr.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 44", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$500 WalMart Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;

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- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 WalMart Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" items described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 WalMart Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a \$500 WalMart Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Killer Deals" and "Rewards Gateway" in such a manner as to imply that these are the names

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of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

62. Upon information and belief, on or about January 16, 2006, at approximately 10:48 a.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@columbus.rr.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 45", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$250 WalMart Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$250 WalMart Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" items described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-

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02(C) and R.C. §1345.02(A);

- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$250 WalMart Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a \$250 WalMart Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Killer Deals" and "Rewards Gateway" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

63. Upon information and belief, on or about January 16, 2006, at approximately 3:05 p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@columbus.rr.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 46", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is

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eligible to receive for "FREE" or be awarded as a prize a \$250 Chilis or Outback Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;

- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$250 Chilis or Outback Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" items described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$250 Chilis or Outback Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a \$250 Chilis or Outback Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates

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O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);

- (g) displays within the body of the email the names "Account Review" and "Exclusive Gifts" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

64. Upon information and belief, on or about January 17, 2006, at approximately 8:47 p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@columbus.rr.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 47", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$500 Target Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 Target Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which

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Plaintiff's receipt and/or retention of the "FREE" items described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);

- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 Target Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a \$500 Target Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Claims Dept," "Research Test Group," "Free Gift World" and "Consumer Incentive Promotions" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

65. Upon information and belief, on or about January 18, 2006, at approximately 6:58 a.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@columbus.rr.com, of an email message, a true and correct

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printout of which is attached hereto and identified as "Exhibit 48", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize an Abercrombie Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff an Abercrombie Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" items described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff an Abercrombie Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants an Abercrombie Gift Card, but fails to disclose clearly and conspicuously all

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of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);

- (g) displays within the body of the email the names "Gifts Center" and "Premium Products Online" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

66. Upon information and belief, on or about January 18, 2006, at approximately 7:17 p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@columbus.rr.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 49", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$500 WalMart Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500

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WalMart Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" items described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);

- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 WalMart Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a \$500 WalMart Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Account Review" and "Rewards Gateway" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

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67. Upon information and belief, on or about January 19, 2006, at approximately 11:10 a.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@columbus.rr.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 50", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$500 Target Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 Target Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" items described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 Target Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and,

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therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);

- (f) informs Plaintiff that he is eligible to receive from Defendants a \$500 Target Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Killer Deals" and "Rewards Gateway" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

68. Upon information and belief, on or about January 20, 2006, at approximately 8:00 a.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@columbus.rr.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 51", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$100 VISA Gift Card, a Sony DVD Handycam Camcorder or Panasonic DVD Camcorder, Cell Phone Service, a Dell Notebook PC, and/or a Digital TV, which are goods, services and/or intangibles for purposes that are primarily personal, family or household;

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- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$100 VISA Gift Card, a Sony DVD Handycam Camcorder or Panasonic DVD Camcorder, Cell Phone Service, a Dell Notebook PC, and/or a Digital TV, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" items described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$100 VISA Gift Card, a Sony DVD Handycam Camcorder or Panasonic DVD Camcorder, Cell Phone Service, a Dell Notebook PC, and/or a Digital TV, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" items are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a \$100 VISA Gift Card, a Sony DVD Handycam Camcorder or Panasonic DVD Camcorder, Cell Phone Service, a Dell Notebook PC, and/or a Digital TV,

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but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prizes or items of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);

- (g) displays within the body of the email the name "Claims Dept" in such a manner as to imply that this is the name of the sender of the email, but this name is a fictitious name that was not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of this fictitious name constitutes an unfair or deceptive act or practice that violates R.C. §1345.02(A).

69. Upon information and belief, on or about January 20, 2006, at approximately 1:58 p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@columbus.rr.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 52", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$500 WalMart Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500

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- WalMart Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" items described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 WalMart Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
 - (f) informs Plaintiff that he is eligible to receive from Defendants a \$500 WalMart Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
 - (g) displays within the body of the email the names "Claims Dept" and "Rewards Gateway" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

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70. Upon information and belief, on or about January 23, 2006, at approximately 10:55 a.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@columbus.rr.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 53", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$250 WalMart Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$250 WalMart Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" items described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$250 WalMart Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer

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- and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a \$250 WalMart Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
 - (g) displays within the body of the email the names "Killer Deals" and "Rewards Gateway" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

71. Upon information and belief, on or about January 24, 2006, at approximately 8:38 p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@columbus.rr.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 54", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$500 Target Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that

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are primarily personal, family or household;

- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 Target Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" items described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 Target Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a \$500 Target Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Claims Dept", "Consumer Incentive Promotions", "Research Test Group" and "FreeGift World" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not

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properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

72. Upon information and belief, on or about January 26, 2006, at approximately 11:32 a.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@columbus.rr.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 55", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$500 Target Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 Target Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" items described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 Target

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Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);

- (f) informs Plaintiff that he is eligible to receive from Defendants a \$500 Target Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Killer Deals" and "Rewards Gateway" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

73. Upon information and belief, on or about January 26, 2006, at approximately 9:58 p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@columbus.rr.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 56", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$250 Chilis or OutBack Gift Card, which is a good, service and/or intangible for

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- purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
 - (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
 - (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$250 Chilis or OutBack Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" items described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
 - (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$250 Chilis or OutBack Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
 - (f) informs Plaintiff that he is eligible to receive from Defendants a \$250 Chilis or OutBack Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
 - (g) displays within the body of the email the names "Claims Dept," "Rewards

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Gateway” and “Exclusive Gifts” in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

74. Upon information and belief, on or about January 27, 2006, at approximately 4:54 a.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@columbus.rr.com, of an email message, a true and correct printout of which is attached hereto and identified as “Exhibit 57”, which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for “FREE” or be awarded as a prize a \$250 Target Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a “consumer transaction” as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$250 Target Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the “FREE” items described in the

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- solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$250 Target Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
 - (f) informs Plaintiff that he is eligible to receive from Defendants a \$250 Target Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
 - (g) displays within the body of the email the names "Account Review," "Rewards Gateway" and "Exclusive Gifts" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

75. Upon information and belief, on or about January 31, 2006, at approximately 11:37 p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@columbus.rr.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 58", which:

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- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a Gateway or Toshiba Laptop Computer, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a Gateway or Toshiba Laptop Computer, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" items described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a Gateway or Toshiba Laptop Computer, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a Gateway or Toshiba Laptop Computer, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to

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receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);

- (g) displays within the body of the email the names "Prize Dept," "Consumer Incentive Promotions," "Free Gift World" and "Research Test Group" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

76. Upon information and belief, on or about February 2, 2006, at approximately 10:56 a.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@columbus.rr.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 59", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$500 Target Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 Target Gift Card, but fails to set forth clearly and conspicuously, and in close

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proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" items described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);

- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 Target Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a \$500 Target Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Killer Deals" and "Rewards Gateway" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

77. Upon information and belief, on or about February 2, 2006, at approximately 4:20

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p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@columbus.rr.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 60", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$100 Restaurant Gift Card or \$100 worth of Coke or Pepsi, both of which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$100 Restaurant Gift Card or \$100 worth of Coke or Pepsi, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" items described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$100 Restaurant Gift Card or \$100 worth of Coke or Pepsi, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously

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at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);

- (f) informs Plaintiff that he is eligible to receive from Defendants a \$100 Restaurant Gift Card or \$100 worth of Coke or Pepsi, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Prize Dept" and "National Survey Panel" in such a manner as to imply that these are the names of the sender of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

78. Upon information and belief, on or about February 6, 2006, at approximately 12:01 p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@columbus.rr.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 61", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$500 WalMart Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other

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transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;

- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 WalMart Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" items described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 WalMart Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a \$500 WalMart Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Claims Dept," "Rewards Gateway" and "Unlimited Free Gifts" in such a manner as to imply that these are the names of the senders of the email, but these names are

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fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

79. Upon information and belief, on or about February 6, 2006, at approximately 11:58 a.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@columbus.rr.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 62", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$250 WalMart Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$250 WalMart Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" items described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);

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- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$250 WalMart Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a \$250 WalMart Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Killer Deals" and "Rewards Gateway" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

80. Upon information and belief, on or about February 8, 2006, at approximately 5:35 a.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@columbus.rr.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 63", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a Gateway ot

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Toshiba Laptop Computer, which is a good, service and/or intangible for purposes that are primarily personal, family or household;

- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a Gateway or Toshiba Laptop Computer, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" items described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a Gateway or Toshiba Laptop Computer, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a Gateway or Toshiba Laptop Computer, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);

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- (g) displays within the body of the email the names "Prize Dept," "Consumer Incentive Promotions," "Free Gift World" and "Research Test Group" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

81. Upon information and belief, on or about February 13, 2006, at approximately 10:50 a.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@columbus.rr.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 64", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$250 WalMart Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$250 WalMart Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon

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which Plaintiff's receipt and/or retention of the "FREE" items described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);

- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$250 WalMart Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a \$250 WalMart Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Killer Deals" and "Rewards Gateway" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

82. Upon information and belief, on or about February 13, 2006, at approximately 11:27 a.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@columbus.rr.com, of an email message, a true and correct

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printout of which is attached hereto and identified as "Exhibit 65", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$500 WalMart Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 WalMart Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" items described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 WalMart Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a 4500 WalMart Gift Card, but fails to disclose clearly and conspicuously all of

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the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);

- (g) displays within the body of the email the names "Claims Dept", "Unlimited Free Gifts" and "Rewards Gateway" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

83. Upon information and belief, on or about February 16, 2006, at approximately 2:04 p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@columbus.rr.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 66", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$500 Target Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 Target

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Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" items described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);

- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 Target Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a \$500 Target Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Killer Deals" and "Rewards Gateway" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

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84. Upon information and belief, on or about April 11, 2006, at approximately 12:42 p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@columbus.rr.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 67", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$200 Office Depot Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$200 Office Depot Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" items described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$200 Office Depot Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer